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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SAN FRANCISCO

11 GABRIEL ESPINOZA,

12 Plaintiff,

13 v.

14 MELTON INTERNATIONAL TACKLE, INC.,

15 Defendant.

Case No.: CGC-25-622591

CONSENT JUDGMENT

Judge: Christine Van Aken
Dept.: 301

Hearing Date: May 27, 2025

Hearing Time: 9:30 AM

Complaint Filed: February 21, 2025

1 **1. INTRODUCTION**

2 **1.1 The Parties.** This Consent Judgment is entered into by and between Gabriel
3 Espinoza acting on behalf of the public interest (hereinafter “Espinoza”) and Melton International
4 Tackle, Inc. (“Melton” or “Defendant”) with Espinoza and Defendant collectively referred to as the
5 “Parties” and each of them as a “Party.” Espinoza is an individual residing in California that seeks
6 to promote awareness of exposures to toxic chemicals and improve human health by reducing or
7 eliminating hazardous substances contained in consumer products. Melton is alleged to be a person
8 in the course of doing business for purposes of Proposition 65, Cal. Health & Safety Code §§
9 25249.6 et seq.

10 **1.2 Allegations and Representations.** Espinoza alleges that Defendant has exposed
11 individuals to diisononyl phthalate (DINP) from its sales of Jinkai hand crimpers, # 291100 without
12 providing a clear and reasonable exposure warning pursuant to Proposition 65. DINP is listed under
13 Proposition 65 as a chemical known to the State of California to cause cancer.

14 **1.3 Notice of Violation/Action.** On February 21, 2024, Espinoza served Melton and
15 various public enforcement agencies with documents entitled “60-Day Notice of Violation”
16 pursuant to Health & Safety Code §25249.7(d) (the “Notice”), alleging that Defendant violated
17 Proposition 65 for failing to warn consumers and customers that the use of Jinkai hand crimpers
18 sold by Melton exposes users in California to DINP. No public enforcer has brought and is
19 diligently prosecuting the claims alleged in the Notice. On February 21, 2025, Espinoza filed a
20 complaint (the “Complaint”).

21 **1.4 For purposes of this Consent Judgment only, the Parties stipulate that this Court has**
22 jurisdiction over Defendant as to the allegations contained in the Complaint filed in this matter, that
23 venue is proper in the County of San Francisco, and that this Court has jurisdiction to approve,
24 enter, and oversee the enforcement of this Consent Judgment as a full and final binding resolution
25 of all claims which were or could have been raised in the Complaint based on the facts alleged
26 therein and in the Notice.

1 1.5 Defendant denies the material allegations contained in Espinoza's Notice and
2 Complaint and maintains that it has not violated Proposition 65. Nothing in this Consent Judgment
3 shall be construed as an admission by Defendant of any fact, finding, issue of law, or violation of
4 law; nor shall compliance with this Consent Judgment constitute or be construed as an admission
5 by Defendant of any fact, finding, conclusion, issue of law, or violation of law, such being
6 specifically denied by Defendant. However, this section shall not diminish or otherwise affect the
7 obligations, responsibilities, and duties of Defendant under this Consent Judgment.

8 **2. DEFINITIONS**

9 2.1 **Covered Products.** The term "Covered Products" means Jinkai hand crimpers that
10 are manufactured, distributed, shipped into California and offered for sale in California by Melton.

11 2.2 **Effective Date.** The term "Effective Date" means the date this Consent Judgment is
12 entered as a Judgment of the Court.

13 **3. INJUNCTIVE RELIEF: REFORMULATION AND/OR WARNINGS**

14 3.1 **Reformulation of Covered Products.** Commencing within sixty (60) days after the
15 Effective Date, and continuing thereafter, Covered Products that Melton directly manufactures,
16 imports, distributes, sells, or offers for sale in California shall either be: (a) reformulated Products
17 pursuant to § 3.2, below; or (b) labeled with a clear and reasonable exposure warning pursuant to
18 §§ 3.3 and 3.4, below. For purposes of this Consent Judgment, a "Reformulated Product" is a
19 Covered Product that is in compliance with the standard set forth in § 3.2 below. The warning
20 requirement set forth in §§ 3.3 and 3.4 shall not apply to any Reformulated Product.

21 3.2 **Reformulation Standard.** "Reformulated Products" shall mean Covered Products
22 that contain concentrations less than or equal to 0.1% (1,000 parts per million (ppm)) of DINP
23 when analyzed pursuant to U.S. Environmental Protection Agency testing methodologies 3580A
24 and 8270C or other methodology utilized by federal or state government agencies for the purpose
25 of determining the phthalate content in a solid substance.

26 3.3 **Clear and Reasonable Warning.** Commencing within 60 days after the Effective
27 Date, and continuing thereafter, a clear and reasonable exposure warning as set forth in this §§ 3.3
28

1 and 3.4 must be provided for all Covered Products that Defendant manufacturers, imports,
2 distributes, sells, or offers for sale in California that is not a Reformulated Product. There shall be
3 no obligation for Defendant to provide a warning for Covered Products that enter the stream of
4 commerce within 60 days after the Effective Date. The warning shall consist of either the **Warning**
5 or **Alternative Warning** described in §§ 3.3(a) or (b), respectively:

6 (a) **Warning.** The “Warning” shall consist of the statement:

7  **WARNING:** This product can expose you to chemicals including diisononyl
8 phthalate (DINP), which is known to the State of California to cause cancer. For
more information go to www.P65Warnings.ca.gov.

9 (b) **Alternative Warning:** Melton may, but is not required to, use the alternative short-
10 form warning¹ as set forth in this § 3.3(b) (“**Alternative Warning**”) as follows:

11  **WARNING:** Cancer - www.P65Warnings.ca.gov.

12 3.4 A **Warning** or **Alternative Warning** provided pursuant to § 3.3 must print the word
13 “**WARNING:**” in all capital letters and in bold font, followed by a colon. The warning symbol to
14 the left of the word “**WARNING:**” must be a black exclamation point in a yellow equilateral
15 triangle with a black outline, except that if the sign or label for the Covered Product does not use
16 the color yellow, the symbol may be in black and white. The symbol must be in a size no smaller
17 than the height of the word “**WARNING:**”. The **Warning** or **Alternative Warning** shall be affixed
18 to or printed on the Covered Product’s packaging or labeling, or on a placard, shelf tag, sign or
19 electronic device or automatic process only if such electronic device or automatic process provides
20 the **Warning** or **Alternative Warning** without the purchaser having to seek it out, providing that
21 the **Warning** or **Alternative Warning** is displayed with such conspicuousness, as compared with
22 other words, statements, or designs as to render it likely to be read and understood by an ordinary
23 individual under customary conditions of purchase or use. The **Warning** or **Alternative Warning**
24 may be contained in the same section of the packaging, labeling, or instruction booklet that states
25 other safety warnings, if any, concerning the use of the Covered Product and shall be at least the
26

27 ¹ An **Alternative Warning** on a Covered Product manufactured and labeled after January 1, 2028
28 shall be provided in accordance with Title 27, California Code of Regulations, § 25603(b).

1 same size as those other safety warnings. If “consumer information,” as that term is defined in Title
2 27, California Code of Regulations, Section 25600.1(c) as it may be amended from time to time, is
3 provided in a foreign language, Melton shall provide the **Warning or Alternative Warning** in the
4 foreign language in accordance with applicable warning regulations adopted by OEHHA.

5 In addition to affixing the **Warning or Alternative Warning** to the Covered Product’s
6 packaging or labeling, the **Warning or Alternative Warning** shall be posted on websites where
7 Melton offers Products for sale to consumers in California. The requirements of this Section shall
8 be satisfied if the **Warning or Alternative Warning**, or a clearly marked hyperlink using the word
9 “**WARNING**,” appears on the product display page, or by otherwise prominently displaying the
10 warning to the purchaser prior to completing the purchase. To comply with this Section, Melton
11 shall (a) post the **Warning or Alternative Warning** on its own website and, if it has the ability to
12 do so, on the websites of its third-party internet sellers; and (b) if it does not have the ability to post
13 the **Warning or Alternative Warning** on the websites of its third-party internet sellers, provide
14 such sellers with written notice in accordance with Title 27, California Code of Regulations, §
15 25600.2. Third-party internet sellers of the Covered Product that have been provided with written
16 notice in accordance with Title 27, California Code of Regulations, § 25600.2 are not released in
17 Section 5 of this Agreement if they fail to meet the warning requirements herein.

18 3.5 **Compliance with Warning Regulations.** Defendant shall be deemed to be in
19 compliance with this Consent Judgment by either adhering to §§ 3.3 and 3.4 of this Consent
20 Judgment or by complying with warning regulations adopted by OEHHA applicable to the Covered
21 Product and exposures at issue.

22 4. **MONETARY TERMS**

23 4.1 **Civil Penalty.** Melton shall pay \$2,000.00 as a Civil Penalty pursuant to Health and
24 Safety Code section 25249.7(b), to be apportioned in accordance with California Health & Safety
25 Code § 25192, with 75% of these funds remitted to OEHHA and the remaining 25% of the Civil
26 Penalty remitted to Espinoza, as provided by California Health & Safety Code § 25249.12(d).

1 4.1.1 Within ten (10) days of the Effective Date, Melton shall issue two separate
2 checks for the Civil Penalty payment to (a) "OEHHA" in the amount of \$1,500.00; and to (b)
3 "Gabriel Espinoza" in the amount of \$500.00. Payment owed to Espinoza pursuant to this Section
4 shall be delivered to the following payment address:

5 Evan J. Smith, Esquire
6 Brodsky Smith
7 Two Bala Plaza, Suite 805
8 Bala Cynwyd, PA 19004

9 Payment owed to OEHHA (EIN: 68-0284486) pursuant to this Section shall be delivered directly
10 to OEHHA (Memo Line "Prop 65 Penalties") at one of the following address(es):

11 For United States Postal Service Delivery:

12 Mike Gyurics
13 Fiscal Operations Branch Chief
14 Office of Environmental Health Hazard Assessment
15 P.O. Box 4010
16 Sacramento, CA 95812-4010

17 For Non-United States Postal Service Delivery:

18 Mike Gyurics
19 Fiscal Operations Branch Chief
20 Office of Environmental Health Hazard Assessment
21 1001 I Street
22 Sacramento, CA 95814

23 A copy of the check payable to OEHHA shall be mailed to Brodsky Smith at the address set forth
24 above as proof of payment to OEHHA.

25 4.2 **Attorneys' Fees.** Within ten (10) days of the Effective Date, Melton shall pay
26 \$23,000.00 to Brodsky Smith as complete reimbursement for Espinoza's attorneys' fees and costs
27 incurred as a result of investigating, bringing this matter to the attention of Melton, litigating and
28 negotiating and obtaining judicial approval of a settlement in the public interest, pursuant to Code
of Civil Procedure § 1021.5.

29 **5. RELEASE OF ALL CLAIMS**

30 5.1 This Consent Judgment is a full, final, and binding resolution between Espinoza
31 acting on his own behalf, and on behalf of the public interest, and Melton, and its parents,
32 shareholders, members, directors, officers, managers, employees, representatives, agents,

1 attorneys, divisions, subdivisions, subsidiaries, partners, downstream sellers, sister companies, and
2 affiliates, and their predecessors, successors and assigns ("Defendant Releasees"), of all claims for
3 violations of Proposition 65 based on exposure to DINP from use of the Covered Products
4 manufactured, distributed, or sold by Melton within 60 days of the Effective Date, as set forth in
5 the Notice. It is the Parties' intention that this Consent Judgment shall have preclusive effect such
6 that no other actions by private enforcers, whether purporting to act in his, her, or its interests or
7 the public interest shall be permitted to pursue and take any action with respect to any violation of
8 Proposition 65 based on exposure to DINP from use of the Covered Products that was alleged in
9 the Complaint, or that could have been brought pursuant to the Notice against Melton and the
10 Defendant Releasees ("Proposition 65 Claims"). Melton's compliance with the terms of this
11 Consent Judgment constitutes compliance with Proposition 65 by Melton and Defendant Releasees
12 with regard to exposure to DINP from use of the Covered Products.

13 5.2 In addition to the foregoing, Espinoza, on behalf of himself, his past and current
14 agents, representatives, attorneys, and successors and assignees, and not in his representative
15 capacity, hereby waives all rights to institute or participate in, directly or indirectly, any form of
16 legal action and releases Melton and Defendant Releasees from any and all manner of actions,
17 causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises,
18 liabilities, damages, charges, losses, costs, expenses, and attorneys' fees, of any nature whatsoever,
19 known or unknown, in law or equity, fixed or contingent, now or in the future, with respect to any
20 alleged violations of Proposition 65 related to or arising from Covered Products manufactured,
21 distributed, or sold by Melton or Defendant Releasees. With respect to the foregoing waivers and
22 releases in this paragraph, Espinoza hereby specifically waives any and all rights and benefits which
23 he now has, or in the future may have, conferred by virtue of the provisions of § 1542 of the
24 California Civil Code, which provides as follows:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
 DEBTOR OR RELEASED PARTY.

1 5.3 Melton waives any and all claims against Espinoza, his attorneys and other
2 representatives, for any and all actions taken, or statements made (or those that could have been
3 taken or made) by Espinoza and his attorneys and other representatives, whether in the course of
4 investigating claims or otherwise seeking enforcement of Proposition 65 against it in this matter,
5 and with respect to Covered Products.

6 **6. INTEGRATION**

7 6.1 This Consent Judgment contains the sole and entire agreement of the Parties and
8 any and all prior negotiations and understandings related hereto shall be deemed to have been
9 merged within it. No representations or terms of agreement other than those contained herein exist
10 or have been made by any Party with respect to the other Party or the subject matter hereof.

11 **7. NOTICES**

12 7.1 Unless specified herein, all correspondence and notices required to be provided
13 pursuant to this Consent Judgment shall be in writing and personally delivered or sent by: (i) first-
14 class, (registered or certified mail) return receipt requested; or (ii) overnight courier on any party
15 by the other party at the following addresses:

16 For Defendant:

17 Aaron P. Allan
18 Glaser Weil Fink Howard Jordan & Shapiro LLP
19 10250 Constellation Blvd., 19th Fl.
 Los Angeles, CA 90067

20 And

21 For Espinoza:

22 Evan Smith
23 Brodsky Smith
 9465 Wilshire Blvd., Ste. 300
 Beverly Hills, CA 90212

24 Any party, from time to time, may specify in writing to the other party a change of address to
25 which all notices and other communications shall be sent.

1 **8. COUNTERPARTS; FACSIMILE SIGNATURES**

2 8.1 This Consent Judgment may be executed in counterparts and by facsimile, each of
3 which shall be deemed an original, and all of which, when taken together, shall constitute one and
4 the same document.

5 **9. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(f)/COURT**
6 **APPROVAL**

7 9.1 Espinoza agrees to comply with the requirements set forth in California Health &
8 Safety Code § 25249.7(f) and to promptly bring a Motion for Approval of this Consent Judgment.
9 Defendant agrees it shall support approval of such Motion.

10 9.2 This Consent Judgment shall not be effective until it is approved and entered by the
11 Court and shall be null and void if, for any reason, it is not approved by the Court. In such case, the
12 Parties agree to meet and confer on how to proceed and if such agreement is not reached within 30
13 days, the case shall proceed on its normal course.

14 9.3 If the Court approves this Consent Judgment and is reversed or vacated by an
15 appellate court, the Parties shall meet and confer as to whether to modify the terms of this Consent
16 Judgment. If the Parties do not jointly agree on a course of action to take, the case shall proceed on
17 its normal course on the trial court's calendar.

18 **10. MODIFICATION**

19 10.1 This Consent Judgment may be modified only by further stipulation of the Parties
20 and the approval of the Court or upon the granting of a motion brought to the Court by either Party.

21 **11. ATTORNEY'S FEES**

22 11.1 A Party who unsuccessfully brings or contests an action arising out of this Consent
23 Judgment shall be required to pay the prevailing party's reasonable attorney's fees and costs.

24 11.2 Nothing in this Section shall preclude a Party from seeking an award of sanctions
25 pursuant to law.

12. **RETENTION OF JURISDICTION**

12.1 This Court shall retain jurisdiction of this matter to implement or modify the Consent Judgment.

13. **AUTHORIZATION**

13.1 The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood, and agree to all of the terms and conditions of this document and certify that he or she is fully authorized by the Party he or she represents to execute the Consent Judgment on behalf of the Party represented and legally bind that Party. Except as explicitly provided herein each Party is to bear its own fees and costs.

AGREED TO:

AGREED TO:

Date: _____

Date: 4/1/2025

By: _____
GABRIEL ESPINOZA

By: Tracy Melton
MELTON INTERNATIONAL TACKLE,
INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated: _____

Judge of Superior Court

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Date:

4 / 9 / 25

Date:

By:

GABRIEL ESPINOZA

By:

MELTON INTERNATIONAL TACKLE,
INC.

IT IS SO ORDERED, ADJUDGED AND DECREED:

Dated:

Judge of Superior Court